

ORIGINAL
RHYTHMS LINKS INC.
7337 South Revere Parkway
Englewood, CO 80112

AZ Tariff No. 1
Original Title Page
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INTRASTATE COMMUNICATIONS SERVICES TARIFF

Docket No: T-03621-98-0498

REGULATIONS, SCHEDULE OF RATES AND CHARGES APPLICABLE TO
INTRASTATE POINT TO POINT LOCAL EXCHANGE AND
INTEREXCHANGE TELECOMMUNICATIONS SERVICES FURNISHED BY
RHYTHMS LINKS INC. WITHIN THE STATE OF AZ.

APPROVED FOR FILING

DECISION #: 61862

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Vice President-Carrier Relations
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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation.
R	To signify reduced rate.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services either over facilities owned or leased by RHYTHMS LINKS INC. or by means of resold LEC services in the US West services areas.

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APPLICATION OF TARIFF, (CONT'D.)

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interexchange services in the US West service areas.

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SECTION 1.0 • DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification ("ANY): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of AN1 is to allow for billing of toll calls.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Bit: The smallest unit of information in the binary system of notation.

Collect: It is reverse-charging of an operator assisted call.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: Rhythms Links, Inc., the issuer of this tariff.

Complex Service: Includes all other exchange service and their associated facilities and equipment excluded from simple service.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"). issued by Bellcore.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area. and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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SECTION 1.0 • DEFINITIONS, (CONT'D.)

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Proprietary CALLING CARD: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

Nonrecurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

"NPA": Numbering plan area or area code.

Off-Net: A means for carrying traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to Customer location. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Operator Services: Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Services.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card, called station, or a designated third-party station.

Point of Presence ("POP"): Point of Presence

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written or verbal request for Network Services executed by the Customer and the Company in the format devised by the Company. The requesting of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + lo-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + lo-digit number."

Simple Service: Simple residence, non-residence and semi-public exchange service includes network exchange access lines and their associated facilities and equipment which met all of the following conditions:

1. The network access lines are served from their normal serving central office.
2. All terminations of the network access lines are confined to a single continuous property.
3. Customer premises equipment connected to such network access lines is limited to non-key telephones with associated miscellaneous or supplemental equipment.

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SECTION 1.0 • DEFINITIONS, (CONT'D.)

Where more than one exchange service is billed on a single account. the multi-line account is considered simple only when all the network access lines meet the criteria as outlined in one through three preceding.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

Third Number Billing: Calls where the person originating the call specifies to a telephone company operator to bill the call to an authorized station, as determined by the Telephone Company, other than the station originating the call, or the station where the call is terminated.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Time Charges: As an add-on service to the operator, time and charges for the call will be provided to the caller when the called party disconnects.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the end user has a Customer relationship with the carrier, contracts with the Customer/end user to provide the services, and the Customer/end user pays for the actual processing of the operator assisted calls.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorize by a Customer to use service provided under this tariff.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Zero Negative ("0-"): The Customer dials only "0" and all additional network functions are performed by the operator.

Zero Plus **Mechanized** ("0+"): Operator assistance utilizing a machine instead of a live operator. Interaction requires the caller to use a touch tone telephone.

Zero Plus Time Out ("0+"): A "0+" mechanized feature that allows people without a touch tone telephone to revert to a live operator.

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SECTION 2.0 • REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Arizona, and terminating within the State of Arizona as detailed herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of law provisions.

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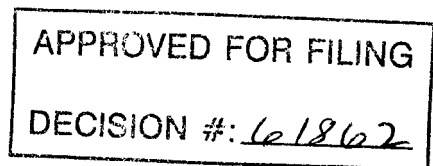
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SECTION 2.0 ▪ REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.



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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) The Company will comply with the limitations on liability found in the Arizona Corporation Commission rules.
- (B) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

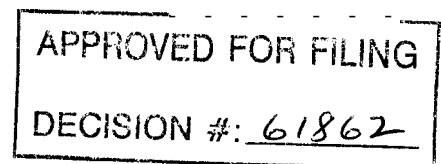
2.1.4 Limitations on Liability, (cont'd.)

- (C) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) The Company will comply with the Quality of Service Standards of the Arizona Corporation Commission;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to: acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)

(C) (continued)

- (5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance. except where reasonable notice is required by the Company and is not provided to the Customer. in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (cont'd.)
(C) (continued)

- (9) Any noncompletion of calls due to network busy conditions;
 - (10) Any calls not actually attempted to be completed during any period that service is unavailable;
 - (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.
- (D) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (E) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (F) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- (G) Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities (cont'd)

(D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

(E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Customer-provided equipment; or
- (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction, (cont'd.)

- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Arizona Corporation Commission's regulations, policies, orders and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.2 Prohibited Uses, (Cont'd.)

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire, electrical or lightening surges or any other cause, except Company's equipment malfunction, or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises:

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (cont'd.)

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (cont'd.)

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer, (cont'd.)

- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.3 Interconnection of Facilities

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE ARIZONA CORPORATION COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

(A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must:

- (a) be originated by an end user of a company that is authorized by the Arizona Corporation Commission to provide local exchange service;
- (b) originate and terminate within a local calling area of the Company.

(B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

(C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

(D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments

25.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the sum of the deferred payment arrangement for installation nonrecurring charge(s), other installation charges, and one (1) month's charges for the service or facilities. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified Customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month. Applicants for residential local service shall be advised of the option of deferred payment arrangements wherein the deposit may be spread out in payments over a three month period.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments, (Cont'd.)

2.5.2 Deposits, (cont'd.)

(B) A deposit may be required in addition to an advance payment.

(C) Upon discontinuance of service, the Company, within forty five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

(D) Deposits held for 180 days or longer will accrue interest. Deposits held for less than 180 days will not accrue interest..

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

(A) Taxes

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.1 Payment for Service, (cont'd.)

(A) Taxes (continued)

Certain telecommunications services may be subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Arizona, or both, and are charged to a Customer's telephone number or account in Arizona.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

(A) Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. Residential customers may elect to pay installation charges over a three month installment plan period. Each installment shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

(B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

(B) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Arizona Corporation Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (cont'd.)

- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the nonrecurring rates in Section 8 of this tariff.

2.6.3 Discontinuance of Service for Cause

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) business days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause, (cont'd.)

(E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

(F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

(G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

(H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

(A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

(B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

(C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

(D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Bad Check Charge

A charge will be assessed for all checks returned by drawee bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Bad check charges are listed in the Price List Section 8.

2.7 Allowances for Interruptions in Service

2.7.1 General

(A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

(B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.1 General, (cont'd.)

(C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

(D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

(A) When a customer's service is interrupted and remains out of service for more than twenty-four consecutive hours after being reported to the Company or after being found by the Company to be out of service, (whichever occurs first), the Company shall make an adjustment to the customer's account in accordance with paragraph (b) with this tariff. The length of such service interruption shall be computed on a continuous basis, Saturdays, Sundays and holidays included. this rule does not apply if the service interruption:

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances (Cont'd.)

Subpart (A) (Cont'd.)

- (1) occurs as a result of a negligent or willful act on the part of the customer;
- (2) occurs as a result of a malfunction of customer-owned telephone equipment;
- (3) occurs as a result of acts of God: military action, wars, insurrections, riots. or strikes; or
- (4) is extended by the company's inability to gain access to the customer's premises due to the customer missing a repair appointment.

Each Company shall justify and document in its records each instance where it applied any of the exceptions listed in this section.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service

(A) When a Customer's service is interrupted and remains out of service for more than twenty-four consecutive hours after being reported to the Company or being found by the Company to be out of order (whichever occurs first), the Company shall make appropriate adjustments to the Customer's account. This rule does not apply if the outage occurs as a result of:

1. A negligent or willful act on the part of the Customer;
2. A malfunction of Customer-owned equipment;
3. Disasters or acts of God; or
4. The inability of the Company to gain access to the Customer's premises when required.

(B) Adjustments for Service Interruptions shall be the proportionate part of the monthly charge(s) for any and all services rendered inoperative during the interruption, and begin with the hour of the report or discovery of the service interruption. The adjustment shall be in the form of either a direct payment to the Customer or a credit to the Customer's next bill for service. Adjustments not in bona fide dispute shall be rendered within two billing periods after the billing period during which the interruption occurred.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reasons other than a service interruption (as defined in Section 2.7.1) or a Company breach of the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

(A) all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;

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SECTION 2.0 - REGULATIONS (CONT'D.)

2.8 Cancellation of Service/Termination Liability, (Cont'd.)

2.8.1 Termination Liability, (cont'd.)

(B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

(C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

(D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Use of Customer's Service by Others

SECTION 2.10 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE ARIZONA CORPORATION COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

2.10.1 Resale and Sharing

There are no prohibitions or limitations on the resale of services. Prices for resold services appear in the price list attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Arizona Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.11 Services to Hearing Impaired

2.11.1 Residential impaired Customers or impaired members of a Customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll service rates.

2.11.2 Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, Customer-dialed, station to station calls originating 8:00a.m. to 4:59p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, Customer-dialed, station to station calls originating 5:00p.m. to 10:59p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

2.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may, subject to the Commission's approval and notice requirements, assign its rights and duties:

2.12.1 to any subsidiary, parent company or affiliate of the Company; or

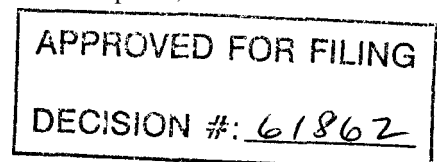
2.12.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.12.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.13 Notices and Communications

2.13.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.13.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.13.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.13.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2.0 . REGULATIONS, (CONT'D.)

2.14 IntraLATA Presubscription

2.14.1 IntraLATA Presubscription

(A) General

IntraLATA Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a Customer who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

(1) IntraLATA Presubscription Options

Option A: Customer may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Customer may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Customer may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.14 IntraLATA Presubscription, (Cont'd.)

2.14.2 Rules and Regulations

Customers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, or D for intraLATA Presubscription.

Customers may changed their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph 5 below.

2.14.3 IntraLATA Presubscription Procedures

New Customers will be asked to select an intraLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for intraLATA service. The selected carrier(s) will confirm their respective Customer's verbal selection by third-party verification or return written confirmation notices. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of an intraLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for intraLATA toll carrier, the Customer will not have a presubscribed intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for intraLATA toll presubscription within the 90day period will not be assessed a service charge for the initial Customer request.

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SECTION 2.0 • REGULATIONS, (CONT'D.)

2.14 IntraLATA Presubscription, (Cont'd.)

2.14.3 IntraLATA Presubscription Procedures, (cont'd.)

Customers of record may initiate an intraLATA presubscription change at any time subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for intraLATA toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

2.14.4 IntraLATA Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier and as detailed above, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth below will apply.

(B) Nonrecurring Charges

(1) IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port

-- Initial line, or trunk, or port	\$5.00
--Additional line, trunk, or port	\$1.50

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.15 Emergency Services (Enhanced 911)

This service allows Customers to reach the appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP). These services will be provided free of charge to all Customers.

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SECTION 3.0 • APPLICATIONS OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.2.5 All times refer to local time.

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SECTION 3.0 • APPLICATIONS OF RATES, (CONT'D.)

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

3.3.2 The airline distance between any two rate centers is determined as follows:

- (A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced US West document.
- (B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (C) Square each difference obtained in step (b) above.
- (D) Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
- (E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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SECTION 3.0 • APPLICATIONS OF RATES, (CONT'D.)

3.3 Rates Based Upon Distance, (Cont'd.)

- 3.3.2 The airline distance between any two rate centers is determined as follows:
(cont'd)

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SECTION 4.0 • NETWORK SERVICES DESCRIPTIONS

4.1 Description of Data Services

4.1.1 The Company provides digital connections at a variety of speeds as noted in Section 4.2.2 below, between Customer-designated premises and the Company's statistically multiplexed network. Company's services may be provided using a variety of digital transmission technologies, using the Company's own services and equipment and/or the facilities of others. Service is provided to business or residential Customers on a 24 hour per day, 7 day per week, non-dial-up basis. Service may be provided by the Company on an Individual Case Basis (ICB), depending on such factors as length and volume of commitment, subject to Commission approval.

4.1.2 Depending on such factors as length of loops involved, quality of loops and other factors, service may not be available to all Customer or End-User Premises. Special construction charges may apply in each case. In addition to the charges specified for each service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services.

4.1.3 The Company shall have no responsibility with respect to billing, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the service provider.

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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.2 Description of Rates and Charges for Data Service

4.2.1 The Company offers rates on a "month to month" basis, and on a Term Agreement contract basis, with rates based on a number of Customer factors, including commitment to a volume of service for a fixed term of months.

4.2.2 Pricing is structured in two components: a one-time charge for hardware and installation, and a recurring monthly service charge. Both the one-time charge and the recurring monthly service charge decrease in contracts with longer service terms.

		One Time Charges	Recurring Monthly Service for Month-to-Month	Recurring Monthly Service for Contract
Speed	Type	Maximum	Maximum	Maximum
384 Kbps	Symmetrical	\$3,000	N/A	\$1,000
768 Kbps	Symmetrical	\$3,000	N/A	\$1,000
1.023 Mbps	Symmetrical	\$3,000	N/A	\$1,000
384 Kbps-7.0 Mbps	Asymmetrical	\$3,000	Fixed: \$1,000	N/A
			Per Mile \$200	
DS1	N/A	\$3,000	Fixed: \$1,000	N/A
			Per Mile: \$200	
DS3	N/A	\$55,000	Fixed: \$54,000	N/A
			Per Mile: \$200	

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SECTION 4.0 • NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.3 Description of Local Exchange Voice Service [When available]

4.3.1 Local Calling Areas

Geographically defined Local Calling Areas are associated with each originating exchange in which the Carrier's services are furnished.

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SECTION 4.0 • NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.3 Description of Local Exchange Voice Service, (CONT'D.)

4.3.2 Resold Local Exchange Services

Resold Local Exchange Service (RLES) is made available by reselling local calling services and optional line features that are provided by authorized Local Exchange Carriers. RLES provides the business Customer with the ability to originate and receive calls to/from all other telephone lines on the public switched telecommunications network. Per Call and Per Minute Local Usage Charges as specified below will be applied to all direct dialed local calls. Monthly Recurring and Nonrecurring Charges will be imposed as specified in Section 4.4.1 and 4.4.2, respectively, below. Monthly Recurring Charges will be billed applied in advance. The Company does not offer Resold Local Exchange Services to residential Customers at this time.

RLES is available to both single and multi-line Customers and is furnished subject to the availability of the Local Exchange Carrier's facilities.

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SECTION 4.0 • NETWORK SERVICES DESCRIPTIONS, (CONT• D.)

**4.4 Description of Line Rates and Charges for Local Exchange Voice Service
[When available]**

RULES: Customers will be charged applicable recurring, nonrecurring, and usage charges as specified in Sections 4.4.1, 4.4.2, and 4.4.3 below.

4.4.1 Local Access Line

The Local Access Line charge includes all applicable federal and state-mandated telecommunications surcharges.

Access Area	Network Access Line	Central Office Termination
A	[Future use]	[Future use]
B	\$35.50	\$12.00
C	\$39.50	\$12.00
D	\$40.90	\$12.00

Usage charges as specified in Section 4.4.3 apply.

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SECTION 4.0 • NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.4.2 Nonrecurring Service Installation Charges

Service Ordering Charge	
Simple Service	\$5 1 .00
Complex Service	\$31. 70
Central Office Connection Charge	
Simple Service	\$26. 00
Complex Service	\$34.00
Line Connection Charge	
Simple Service	\$48. 70
Complex Service	\$33. 00
Miscellaneous Service Charge	
Simple Service	\$14. 80
Complex Service	\$14. 80
Change Charge	
Simple Service	\$18. 60
Complex Service	\$83. 10

4.4 Description of Line Rates and Charges for Local Exchange Voice Service,
(Cont'd.)

4.4.3 Local Usage Charges

Per Minute Local Usage Charges are rounded to the next higher three-tenths minute and are subject to a minimum billing of one-tenth minute per call.

	Initial Minute Period	Each Additional Minute Period
Rate Mileage		
0- 10	\$0. 0734	\$0. 0184
11-22	\$0. 0820	\$0. 01276
23 -+	\$0. 09018	\$0. 0368

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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.4 Description of Line Rates and Charges for Local Exchange Voice Service, (Cont'd.)

4.4.4 Optional Line Features

An RLES Customer may order the following optional line features at the Monthly Recurring Charge specified below. Nonrecurring installation charges will be applied to all orders for optional services submitted subsequent to initial RLES service installation.

(A) Installation, per line \$14.00

(B) Optional Features, per month

(1)	Three Way Conference Calling	\$8.00
(2)	Call Forwarding Variable	\$8.00
(3)	Call Forwarding-Don't Answer	\$8.00
(4)	Call Forwarding-Busy	\$8.00
(5)	Call Forwarding-Busy/Don't Answer	\$8.00
(6)	Call Forward Remote Access	\$8.00
(7)	Call Waiting	\$12.00
(8)	Call ID	\$13.00

(C) Per Activation Features

There are no connection charges associated with the following features:

(1)	Call Return	\$1.50
(2)	Call Trace	\$1.50
(3)	Continuous Redial	\$1.50

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SECTION 4.0 • NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

**4.4 Description of Line Rates and Charges for Local Exchange Voice Service,
(Cont'd.)**

4.4.5 Directory Listings

(A) Nonrecurring Charge

(1)	Non-published Telephone Number	\$19.60
(2)	Non-Directory Listed Number	\$19.60
(3)	Initial White Pages Listing Per main listed account number	s 0.02
(4)	Additional White Pages Listing	no charge
(5)	Duplicate Service	no charge

(B) Monthly Recurring Charge

(1)	Non-published Telephone Number	\$2.20
(2)	Non-Directory Listed Number	\$2.20
(3)	Initial White Pages Listing Per main listed account number	\$0.02
(4)	Additional White Pages Listing	\$3.90
(5)	Duplicate Service	\$3.90

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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.4 Description of Line Rates and Charges for Local Exchange Voice Service, (Cont'd.)

4.4.6 Call Blocking

- (A) Calls placed to numbers beginning with the 900 and 976 prefix will be blocked by default unless the Customer requests otherwise. In addition, at initial installation of service, Customers may also request call blocking for the following exchange groupings at no additional charge:

5541940	550/554/900/940
550/554/900/920/940/976	- All Block (except 9 11 and Operator)

Requests for blocking (or unblocking) subsequent to initial installation of service will incur a nonrecurring charge.

Nonrecurring Charge

Per Line **\$ 52.00**

- (B) Per Line Blocking Where the technical capabilities exist, Customers may elect to block the transmission of their telephone numbers completely via Per Line Blocking. Per Line Blocking will be provided at no charge at initial installation of service. Subsequent requests for Per Line Blocking (or unblocking) will incur a nonrecurring charge.

Subsequent Activation or DeActivation

Per Line **\$ 52.00**

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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.4 Description of Line Rates and Charges for Local Exchange Voice Service, (Cont'd.)

4.4.6 Call Blocking (Cont'd.)

- (C) Calling party number blocking provides telephone customers with the capability to prevent the disclosure of the calling telephone number on calls made to an exchange service equipped with Caller ID and other Advanced Customer Calling services where the calling party number may be disclosed. Calling party number blocking is available on a per call basis for residence and non-residence customers, and for semi-public and public customers where facilities permit. Calling party number blocking is available on a per service basis for residence and non-residence customers.

Per Call Blocking - Per call calling party number blocking is accomplished by the customer dialing an activation code (*67 for Touch-Tone and 1167 for rotary dial pulse) prior to placing each call for which blocking is desired. Per call blocking is automatically provided without charge to all customers in central offices equipped to offer Caller ID or other Advanced Custom Calling Services where calling party number may be disclosed.

4.4.7 Presubscribed Interexchange Carrier Charge

Customers may presubscribe local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge.

Per line, trunk or port

\$ 10.00
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SECTION 4.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.5 Description of Message Toll Service

Message Toll Service calling service provides a Customer with the ability to originate calls from a Company-provided access line to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Local Calling Area but within the State of Arizona.

4.6 Description of Rates and Charges for Message Toll Service

The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

4.6.1 The following rates apply on a per minute basis to all direct dialed calls:

Per Minute of Use
Message Toll Service Originating \$0.3600

4.6.2 Timing of Messages

- (A) Chargeable time begins when connection is established between the calling station and the called station, except for person-to-person and collect calls. For person-to-person calls, chargeable time begins when the connection is established between the called party and the designated party, on an agreed upon substitute. For collect calls, chargeable time begins when the called party agrees to accept charges for the call.
- (B) Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

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SECTION 4.0 • NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.6 Description of Rates and Charges for Message Toll Service (Con't.)

4.6.2 Timing of Messages (Cont'd.)

- (C) Chargeable time does not include time lost because of faults or defects in the connection.

4.7 Traditional Operator Services

Traditional Operator Services are offered to Customers. Traditional Operator Services allow Customer to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. Only those cards accepted by the Company may be used for Traditional Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- 4.7.1 Traditional Operator services may be used by the presubscribed Customer to complete Person-to-Person, Collect and calls.

4.7.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component based upon the time-of-day rate period, mileage, and duration of the call; and a fixed service charge based upon the type of operator service provided. A third component, the Operator Assisted 0- Surcharge, applies to calls for which the Customer/

Consumer has the capability of dialing the destination number but elects to have the Company operator dial the number instead.

- 4.7.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.7.9 below.

- 4.7.4 The fixed service charge portion of the charge for an Operator Assisted Call is set forth in Sections 4.7.8 below.

- 4.7.5 The Company shall not bill the Customer for any surcharges or fees imposed by a third party.

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SECTION 4.0 • NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.7 Operator Services, (Cont'd.)

- 4.7.6 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, or credit cards, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available credit card called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

The Customer is responsible for payment of the Company's charges for all calls placed from the Customer's Premise except for Collect, Third Party, and credit card calls. The credit card holder or local exchange company service Customer is responsible for payment of the Company's charges for all calls billed to a credit card or a telephone line number, respectively,

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SECTION 4.0 • NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.7 Operator Services, (Cont'd.)

4.7.8 Per Call Service Charges

The following per-call charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

Customer Dialed/Automated	\$3.40
Customer Dialed and Operator Assisted	\$5.00
Operator Station	\$5.00
Collect	\$5.00
Third Party Billed	\$5.00
Other	\$5.00
Person to Person	\$9.60
Operator Dialed	\$5.00

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SECTION 4.0 . NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.7 Operator Services, (Cont'd.)

4.7.8 Per Minute Usage Charges

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute.

	All Time Periods	All Time Periods
Mileage	Initial Minute	Each Additional Minute
1 - 10	\$0.6400	\$0.3200
11 - 22	\$0.8000	\$0.4400
23 - 55	\$0.9600	\$0.5600
56 - 124	\$1.1400	\$0.7400
125-t	\$1.1600	\$0.7800

4.8 Busy Line Verify and Line Interrupt Service

4.8.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

(A) The operator will determine if the line is clear or in use and report to the calling party.

(B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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SECTION 4.0 • NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.8 Busy Line Verify and Line Interrupt Service, (Cont'd.)

4.8.2 Regulations

(A) A charge will apply when:

- (1) The operator verifies that the line is busy with a call in progress.
- (2) The operator verifies that the line is available for incoming calls.
- (3) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. A separate charge will apply for both verification and interruption.

4.8.2 Rates, per call

Busy Line Verification	\$2.40
Busy Line Verification and Interruption	\$3.60

4.9 Directory Assistance

A customer may obtain Directory Assistance in determining telephone numbers within its local calling area or within the state by calling the Directory Assistance operator. A Customer may request a maximum of two telephone number per call to Directory Assistance service. A credit will be given for calls to Director Assistance if the Customer experience poor transmission during the call or the Customer is given an incorrect telephone number. Credit will be given after the Customer notifies the Company regarding the Customer's problem.

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SECTION 5.0 • NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

4.9 Directory Assistance (Con't.)

Calls to Directory Assistance will be billed as follows:

Local Directory Assistance **\$0.60**

Intrastate Directory Assistance \$1.90
(Intra and InterLATA calls)

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SECTION 5.0 - BASIS TELEPHONE ASSISTANCE

5.1 Service Connection Assistance

5.1.1 General

(A) Service Connection Assistance is a telephone assistance program that provides certain eligible residential Customers requesting local exchange service with the following benefits:

- (1) Waiver of applicable deposit requirements under Section 2 of this tariff.
- (2) Full or partial waiver of applicable service connection charges for establishing or re-establishing local exchange service.

5.1.2 Regulations

(A) Service Connection Assistance is a basic local exchange residential service offering available to Customers who are currently participating in one of the following assistance programs:

- (1) Home Energy Assistance Program (HEAP);
- (2) Emergency - Home Energy Assistance Program (E-HEAP);
- (3) Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- (4) Food Stamps;
- (5) Federal public housing assistance (Section 8); or
- (6) Medical assistance under AHCCCS (Medicaid).

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SECTION 5.0 ■ BASIC TELEPHONE ASSISTANCE, (CONT'D.)

5.1 Service Connection Assistance, (Cont'd.)

5.1.2 Regulations, (cont'd.)

- (B) Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the Customer, certifying under penalty of perjury that the Customer is receiving benefits from one of the programs identified in Section 5.1.2.A, above; identifying the specific program or programs from which the Customer receives benefits, and agreeing to notify the carrier if the Customer ceases to participate in such program or programs.
- (C) Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- (D) Service Connection Assistance is available for all grades of service.
- (E) Service Connection Assistance is available for a single telephone line at the Customer's principal place of residence. No other exchange service will be permitted in the same household.
- (F) Service Connection Assistance shall be available to eligible Customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to Company any outstanding bills for regulated telephone services in the Customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.
- (G) Service Connection Assistance Customers are not restricted on the optional services to which they may subscribe.

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SECTION 5.0 - BASIC TELEPHONE ASSISTANCE, (CONT'D.)

5.2 Telephone Service Assistance

5.2.1 General

(A) Telephone Service Assistance is a telephone assistance program which provides certain eligible residential Customers requesting local exchange service with the following benefits:

- (1) Recurring discount on the monthly basic local access line charge equal to a maximum of \$10.50, and consisting of \$7.00 monthly federal support, plus \$3.50 monthly state support.
- (2) Waiver of the deposit to establish service, where applicable.
- (3) Waiver of the applicable service connection charges for establishing, re-establishing, or restoring service when such charges exceed \$5.00.
- (4) Waiver of applicable service conversion charges for Customers changing to or from Telephone Service Assistance.

5.2.2 Regulations

(A) Telephone Service Assistance is a basic local exchange residential service offering available to Customers who are currently participating in one of the following assistance programs:

- (1) Both Medical Assistance under AHCCCS and Medicare under Title XVIII of the Social Security Act;
- (2) Supplemental Security Income (SSI) on the basis of blindness or disability under Title XVI of the Social Security Act.

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SECTION 5.0 • BASIC TELEPHONE ASSISTANCE, (CONT'D.)

5.2 Telephone Service Assistance, (Cont'd.)

5.2.2 Regulations (cont'd)

- (B) Company shall require, as proof of eligibility for Telephone Service Assistance, a document signed by the Customer, certifying under penalty of perjury that the Customer is receiving benefits from one of the programs identified in Section 5.2.2.A, above; identifying the specific program or programs from which the Customer receives benefits, and agreeing to notify the carrier if the Customer ceases to participate in such program or programs.
- (C) Customers of Telephone Service Assistance cannot be dependents (as defined by the Federal Income Tax Code) under the age of 60.
- (D) [Reserved for future use].
- (E) Telephone Service Assistance is available with flat-rate, unlimited calling basic local services only if the Company does not offer usage sensitive basic local service in a Customer's service area.
- (F) If the Company introduces usage sensitive basic local service to a Customer's service area subsequent to the time the Customer applies for and receives Telephone Service Assistance, the Company shall, unless otherwise requested by the Customer, maintain the flat-rate service to the Customer, even though the usage sensitive service is available in the Customer's service area. Customers who apply for Telephone Service Assistance after the Company introduces usage sensitive service to the area, must take usage sensitive service to receive Telephone Service Assistance.
- (G) Telephone Service Assistance is available for a single telephone line at the Customer's principal place of residence. No ~~other exchange~~ service will be permitted in the same household.

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SECTION 5.0 - BASIC TELEPHONE ASSISTANCE, (CONT'D.)

5.2 Telephone Service Assistance, (Cont'd.)

5.2.2 Regulations (cont'd)

- (H) The waiver of deposit, service connection, and service conversion charges under Telephone Service Assistance shall be available to eligible Customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Company any outstanding bills for regulated telephone services in the Customer's name, and no other member of the household owes money for such services previously provided at the Customer's current address, in order to benefit from such waivers.
- (I) Telephone Service Assistance Customers shall be permitted access to Universal Emergency Number Service (9- 1- 1 Service), where available, and Message Toll Telephone Service (MTS). However, Telephone Service Assistance Customers are prohibited from purchasing any other optional services offered by the Company except Touch-tone; 900, 976 and toll blocking services (where available); Warm or Hot Line, or its equivalent (where available); and any other service determined by the Arizona Corporation Commission to be beneficial to Customers with handicaps or medical conditions, or in life-threatening situations.

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SECTION 5.0 - BASIC TELEPHONE ASSISTANCE, (CONT'D.)

5.2 Telephone Service Assistance, (Cont'd.)

5.2.3 Rates and Charges

- (A) The rate for Telephone Service Assistance is the Company's applicable access line rate, as listed below, minus: (1) an amount equal to the greater of the Company's federal Customer line charges as specified in the NECA Access Tariff, F.C.C. No. 4, as determined by the Federal Communications Commission and in effect on the effective date of this section, or such Customer line charge as it may subsequently change; and (2) \$3.50 in the form of additional federal assistance. The usage portion is the usage rate set forth at any time in the Company's tariffs as outlined in the Section 5 of this tariff.

Standard Residence Line Charge \$15.00/line per month

- (B) At no time shall the Company's Telephone Service Assistance rate go below zero.

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SECTION 5.0 • BASIC TELEPHONE ASSISTANCE, (CONT'D.)

5.3 Link Up Assistance

5.3.1 General

- (A) Link Up is a federal assistance program that provides eligible residential Customers with the following benefits:
- (1) A reduction of the Company's applicable service connection charges equal to one-half of such service connection charges, or \$30.00, whichever is less.
 - (2) A deferred payment plan for service connection charges, for which the Customer does not pay interest, where such service connection charges do not exceed \$200.00 and the payment plan does not exceed 12 months duration. (Service Connection charges do not include the Company's applicable security deposit requirements.)

5.3.2 Regulations

- (A) Link Up Assistance is available to residential Customers who are currently participating in one of the following assistance programs:
- (1) Medical Assistance under AHCCCS (Medicaid);
 - (2) Food stamps;
 - (3) Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - (4) Federal Public housing assistance, or Section 8; or
 - (5) Low Income Home Energy Assistance Program (LIHEAP).

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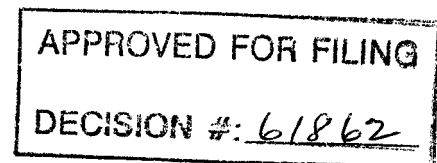
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SECTION 5.0 • BASIC TELEPHONE ASSISTANCE, (CONT'D.)

5.3 Link Up Assistance (Con'd.)

5.3.2 Regulations, (cont'd.)

- (B) A Customer eligible for Link Up may choose one or both of the Link Up benefits identified in Section 5.3.1.A, above.
- (C) Company shall require, as proof of eligibility for Link Up Assistance, a document signed by the Customer, certifying under penalty of perjury that the Customer is receiving benefits from one of the programs identified in Section 5.3.2.A, above; identifying the specific program or programs from which the Customer receives benefits, and agreeing to notify the carrier if the Customer ceases to participate in such program or programs. If a Customer is simultaneously applying for both Link Up and Lifeline, such Customer may utilize the same document to verify eligibility for both programs.
- (D) Company's Link Up program shall allow a qualifying low-income consumer to receive the benefit of the Link Up program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which the Link Up assistance was provided previously.
- (E) Link Up Customers are not restricted on the optional services to which they may subscribe.



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SECTION 5.0 • BASIC TELEPHONE ASSISTANCE, (CONT'D.)

5.4 Lifeline Assistance

5.4.1 General

- (A) Lifeline Assistance is a federal support program that provides eligible residential Customers with the following benefits:
- (1) A reduction of \$5.25 off the Customer's monthly basic local service charges.
 - (2) Free toll limitation services (e.g., toll blocking, roll control), upon Customer's request.
 - (3) A waiver of the Company's service deposit requirement, if the Customer elects to receive toll blocking.

5.4.2 Regulations

- (A) Lifeline Assistance is available to residential Customers who are currently participating in one of the following assistance programs:
- (1) Medical Assistance under AHCCCS (Medicaid);
 - (2) Food stamps;
 - (3) Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
 - (4) Federal Public housing assistance, or Section 8; or
 - (5) Low Income Home Energy Assistance Program (LIHEAP).

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SECTION 5.0 • BASIC TELEPHONE ASSISTANCE, (CONT'D.)

5.4 Lifeline Assistance (Cont'd.)

5.4.2 Regulations, (cont'd.)

- (B) Participants in Lifeline Assistance shall not be disconnected from local service for non-payment of toll charges. In addition, the Company will not deny re-establishment of local service to Customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges.
- (C) Partial payments that are received from Lifeline Customers will first be applied to local service charges and then to any outstanding toll charges.
- (D) Company shall require, as proof of eligibility for Lifeline Assistance, a document signed by the Customer, certifying under penalty of perjury that the Customer is receiving benefits from one of the programs identified in Section 5.4.2.A., above; identifying the specific program or programs from which the Customer receives benefits, and agreeing to notify the carrier if the Customer ceases to participate in such program or programs. If a Customer is simultaneously applying for both Lifeline and Link Up, such Customer may utilize the same document to verify eligibility for both programs.
- (E) At no time shall a Customer's Lifeline rate go below zero.

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SECTION 6.0 • SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- (A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities.
Cost installed includes:
 - (1) equipment and materials provided or used,
 - (2) engineering, labor and supervision,
 - (3) transportation, and
 - (4) rights of way;
- (B) cost of maintenance;
- (C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

SECTION 6.0 -SPECIAL ARRANGEMENTS

6.1 Special Construction (Cont'd.)

6.1.2 Basis for Cost Computation, (cont'd.)

- (E) license preparation, processing and related fees;
- (F) tariff preparation, processing and related fees;
- (G) any other identifiable costs related to the facilities provided; or
- (H) an amount for return and contingencies.

6.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer. Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
 - (1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights of way;

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SECTION 6.0 - SPECIAL ARRANGEMENTS

6.1 Special Construction (Cont'd.)

6.1.3 Termination Liability, (cont'd.)

(B) (continued)

- (2) license preparation, processing, and related fees;
- (3) tariff preparation, processing, and related fees;
- (4) cost of removal and restoration, where appropriate; and
- (5) any other identifiable costs related to the specially constructed or rearranged facilities.

- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 6.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

6.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Arizona Corporation Commission.

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SECTION 6.0 • SPECIAL ARRANGEMENTS

6.3 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's tariff as an addendum to the Company's price lists.

6.4 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

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AZ Tariff No. 1
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**SECTION 7.0 - CURRENT RATES AND CHARGES NETWORK SERVICES
(PRICE LIST)**

Availability of voice services to be determined.

7.1 Miscellaneous Charges

7.1.1 IntraLATA Presubscription Charges
(See Section 2.14.4 of the tariff)

Per business or residence line, trunk, or port

-- Initial line, or trunk, or port	\$5.00
--Additional line, trunk, or port	\$1.50

7.1.2 Returned Check Charge

Per occurrence	\$25.00
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7.13 Emergency Service (911)

Free of Charge

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**SECTION 7.0 • CURRENT RATES AND CHARGES NETWORK SERVICES
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7.2 Data Service
(See Section 4.2 of the tariff)

Speed	Type	One Time Charges	Monthly Recurring Charge Month-to-Month	Monthly Recurring Charge Contract Serv.
384 Kbps	Symmetrical	\$3,000	N/A	\$1,000
512 Kbps	Symmetrical	\$3,000	N/A	\$1,000
768 Kbps	Symmetrical	\$3,000	N/A	\$1,000
1.024 Mbps	Symmetrical	\$3,000	N/A	\$1,000
384 Kbps - 7.0 Mbps	Asymmetrical	\$3,000	Fixed \$1,000	N/A
			Per Mile \$200	
DS 1	N/A	\$3,000	Fixed \$1,000	N/A
			Per Mile \$200	
DS-3	N/A	\$5,000	\$4,000 plus \$200 per mile	N/A

7.3 Local Exchange Voice Service
(See Sections 4.3 and 4.4 of the tariff)

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**SECTION 7.0 - CURRENT RATES AND CHARGES NETWORK SERVICES
(PRICE LIST)**

7.4 Message Toll Service

(See Sections 4.5 and 4.6 of the tariff)

The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

7.41 The following rates apply on a per minute basis to all direct dialed calls:

Per Minute of Use

Message Toll Service Originating **\$0.36**

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**SECTION 7.0 • CURRENT RATES AND CHARGES NETWORK SERVICES
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7.5 Traditional Operator Services
(See Section 4.7 of the tariff)

7.5.1 Per Call Service Charges

Customer Dialed/Automated	\$3.40
Customer Dialed and Operator Assisted	\$5.00
Operator Station	\$5.00
Collect	\$5.00
Third Party Billed	\$5.00
Other	\$5.00
Person to Person	\$9.60
Operator Dialed	\$5.00

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**SECTION 7.0 • CURRENT RATES AND CHARGES NETWORK SERVICES
(PRICE LIST)**

7.5 Operator Services, (Cont'd.)
(See Section 4.7 of the tariff)

7.5.2 Per Minute Usage Charges

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute.

	1. All Time Period	All Time Periods
Mileage	Initial Minute	Each Additional Minute
1 - 10	\$0.6400	\$0.3200
11 - 22	\$0.8000	\$0.4400
23 - 55	\$0.9600	\$0.5600
56 - 124	\$1.1400	\$0.7400
125 +	\$1.1600	\$0.7800

7.6 Busy Line Verify and Line Interrupt Service
(See Section 4.8 of the tariff)

Busy Line Verification	\$2.40
Busy Line Verification and Interruption	\$3.60

7.7 Directory Assistance

Local Directory Assistance	\$0.60
Intrastate Directory Assistance (Intra and InterLATA calls)	\$1.90

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